



American Transportation Systems, Inc.

2775 Cruse Road
Suite 401
Lawrenceville, GA 30044-7141

CONTRACT CARRIER AGREEMENT

THIS AGREEMENT is made and entered into by and between *AMERICAN TRANSPORTATION SYSTEMS, Inc.* (Hereinafter referred to as "ATS") and _____

(hereinafter referred to as "Carrier") this _____ day of _____, 20_____.

IN CONSIDERATION of the mutual covenants and promises hereinafter to set forth, the parties agree as follows:

1. **REPRESENTATION.** Carrier agrees within all applicable federal, state and local governing bodies' regulations or statutes, to transport freight on behalf of ATS between all geographical points for which Carrier has authority. ATS agrees to tender to Carrier not less than four shipments of freight per year, and Carrier agrees to pick up and deliver said freight in a timely manner.
2. **COMPENSATION.** ATS agrees to pay carrier, by regular mail, upon proof of delivery by Carrier in the form of proof of delivery receipts and shipper bills of lading, according to compensation schedule negotiated between the parties and made a part of this agreement. The parties further agree to change the compensation schedule from time to time by negotiation, with confirmation being given in a timely manner. Such changes are to be construed as a part of this agreement. Carrier shall be the sole entity responsible for complying with all filing and/or rate schedule requirements, if any, governed by any federal, state and local regulating bodies.
3. **CLAIMS.** ATS shall promptly provide to Carrier written notice of any claim for damage, shortage or the like, and Carrier authorizes ATS to deduct from future payment of compensation the amount of the claim.
4. **INDEPENDENT CONTRACTOR.** In the performance of work, the Carrier shall at all times be and be regarded as an Independent Contractor, and the relationship of the parties hereunder shall in no event be construed to be that of principal and agent, master and servant or employer and employee.
5. **INSURANCE.** Carrier agrees to keep in full force and effect liability insurance in an amount not less than \$1,000,000.00 and cargo insurance in an amount not less than \$100,000.00 and shall provide copies of coverage to ATS, with ATS named as certificate holder on all policies. Carrier agrees to indemnify and hold harmless for any such claim not covered or only partially covered by the above. The liability of the carrier shall be that of a carrier under 49USC14706.
6. **NO COMPETITION.** Carrier and ATS agree that ATS, at great expense, has developed a broad customer and vendor base that is essential to the successful operation of ATS. Carrier therefore expressly agrees that it shall at no time, without written authorization from ATS, perform services, directly or indirectly, for any "ATS Account" during the effective time of this Agreement or for a period of 180 days from the Termination" of this agreement. For the purpose of this agreement, "ATS Account" shall be any shipper or receiver that Carrier has picked up at, delivered to, or otherwise provided transportation services for ATS during the effective period of this agreement. Proof of carrier's having performed a service for a particular entity shall be any cancelled check/draft paid to Carrier from providing service to other shipping facilities owned or controlled by the same company/entity. Carrier authorizes ATS to invoice shipper/receiver for freight charges as agent for and on behalf of carrier Payment of the freight charges to ATS by the shipper/receiver shall relieve the shipper/receiver of any liability to the Carrier for nonpayment of charges.

7. **TERMINATION.** The duration of this Agreement shall be perpetual. However, this Agreement may be terminated by either party hereto upon the terminating party's sixty (60) days' written notice to the other party expressing intent to terminate the agreement. The agreement shall automatically terminate upon the expiration of said sixty (60) day period.
8. **NO AUTOMATIC WAIVER.** Failure to enforce any of the terms and conditions of the agreement or subsequent agreements between the parties hereto by ATS and/or Carrier shall not be construed as a waiver of those provisions. If any covenant, term or other provision of the agreement or subsequent agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of the agreement shall nevertheless remain in full force and effect, and no covenant, term or provision shall be deemed dependent upon any other term or provision unless so expressed herein.
9. **REMEDIES.** The parties hereto shall have any and all rights and remedies provided hereinabove which shall be deemed to be non-exclusive and in addition to any other available remedy at law or in equity.
10. **ENTIRE AGREEMENT.** The parties hereto certify that they have read all the provisions of the Agreement. This Agreement constitutes final and complete understanding between the parties hereto and no other representation or promise, verbal or otherwise, has been made. By execution of this Agreement the parties hereto agree that this Agreement shall automatically invalidate any terms and covenants made in prior agreements between the parties as of the date of execution of this agreement.
11. **VENUE.** Both ATS and Carrier agree that if suit is brought against either party by the other, the terms and provisions of this agreement shall be governed by the laws of the State of Georgia. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Gwinnett County Georgia.
12. **CONFLICT OF LAWS.** This agreement is to be construed under the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have affixed their hands and seals, the day and year first above set forth.

AMERICAN TRANSPORTATION SYSTEMS, INC.

BY: Jimmy R. Ebbidy
TITLE: President

CARRIER NAME:

BY: _____
TITLE: _____